

Terms and Conditions

I.	Name of the Offer	<u>Samsung Summer Surprise offer</u>
II.	Provided by	Samsung India Electronics Pvt. Ltd.
III.	Offer period	Offer shall be valid from Sep 30, 2019 to Oct 31, 2019 ("Offer Period"). Samsung reserves the right to extend or annul the offer period at its discretion.
IV.	Place & Outlet Coverage	<p>>Offer valid in Punjab, Himachal Pradesh, Chandigarh, Jammu and Kashmir and Leh.</p> <p>>Available on purchases from Samsung Exclusive Store, general trade and Multi brand outlets (hereinafter referred to as "Outlet")</p> <p>>Offer not applicable on purchases made from e-commerce websites or any other Outlet other than the one's mentioned above.</p>
V.	Product Coverage	>Offer shall be valid on select Samsung Smartphones being Note-10, Galaxy S-10+/S-10/S-10e, Galaxy S-9+/S-9, Galaxy S-8+/S-8, Note-9, Note-8, All variants of Galaxy A series being Galaxy A10, A50, A30, A20, A70, A7 2018, A10s, A30s, A50s and any new Samsung smartphones launched during the Offer Period, priced at or above Rs. 7500/- ("Product(s)")
VI.	Eligibility for Participation	Offer valid for Indian Citizens who have attained the age of 18 years or above, except employees & family members of & its affiliates/associate/subsidiary companies & their dealers/distributors/retailers, suppliers, advertising agencies & even management companies.
VII.	Participation Criteria	>Participant needs to purchase and activate the Product during the Offer Period. Upon activation the customer has to send an SMS i.e. SMS<SDO>space<IMEI number of the purchased phone>Space<Customer Mobile number> and send to 56161. The SMS received in the above format with the correct details will be treated as a "Valid Entry".
VIII.	Prize Details/Prize Matrix	<p>>There shall be daily, weekly & bumper lucky draws that will be conducted during the Offer Period.</p> <p>>Daily Lucky draws - There shall be a total of 32N daily winners who shall be selected through lucky draws which shall be conducted daily. The Daily winners will be eligible to win a Samsung Galaxy A30s as Prize.</p> <p>>Weekly Draws: There would be five (05) weekly draws that shall be conducted at the end of each week. There shall be 1N weekly winner who shall be selected every week and will be eligible to win a Samsung Galaxy A70s. There shall be 5N weekly winners.</p> <p>>Bumper Draw: There shall be one bumper draw that will be conducted on 1st November 2019. There shall be 6N bumper prize winners who shall be eligible to win the following prizes -</p> <p>1st Mega Prize Winner- 1N Maruti Swift LXI</p>

		<p>2nd Bumper Prize Winner – 2N Royal enfield Classic 350cc</p> <p>3rd Bumper Prize- 3N Honda Activa Scooter</p> <p>>One Participant will be eligible to receive only one prize during the Offer Period. Daily winners will not be eligible for weekly or bumper prize, weekly winner will not be eligible for bumper prize.</p>
IX.	Selection of winner	<p>>Winners will be selected through system generated lucky draws from pool of Valid Entries received during the Offer Period through randomizer.</p> <p>>The draws will be conducted by the authorized third party agency whose decision shall be final and no claims shall be entertained in this regard.</p> <p>>The winners shall be contacted at the mobile number/ email provided to the Outlet at the time of purchasing the Product within 7 days of selection of winners.</p>
X.	Documents to be submitted by the Participant for availing the Prize	<p>Following documents needs to be submitted within 7 days either from date of intimation to the winner through telephone/SMS/email or from the declaration of the winners, whichever is earlier:</p> <ol style="list-style-type: none"> a. Name, Address, Contact number, alternate Mobile number, email id b. Copy of PAN card c. Valid POA & POI –Driving licence, electricity bill (not older than last 6 months) or any other valid proof issued by the Government as POA/POI d. Any other document as informed or required by the Company e. Filled up KYC form f. Invoice copy g. Demand Draft (towards Tax, if required) favoring Samsung India Electronics Pvt Ltd payable at Chandigarh for the TDS. <p>For collecting the Prizes winners need to submit the self-attested copy of the above mentioned documents and also carry the originals along for verification.</p>
XI.	Verification of the documents & contacting the winners	<p>>Documents submitted by the winners will be subjected to verification and validation by Samsung directly or through its authorized third party agency which may be stationed in India or Outside.</p> <p>>Post verification & validation the eligible winners will be informed through telephone/SMS/email as submitted by them at the time of participation.</p> <p>>The date, time & venue for collecting the Prizes shall be informed to the winners and the same will be subject to submission of valid documents and applicable taxes as detailed in the clauses below.</p> <p>>In case any documents are prima facie found to be false & fabricated, the entry of such Participant/winner shall be disqualified and no claims shall be entertained in this regard.</p>

XII.	Delivery of Prize	Post verification Prizes will be handed over to the winners only at the date, time & venue communicated to the winners through telephone/SMS/email.
XIII.	Applicable Taxes clause	<p>>Samsung shall bear only the Ex-showroom cost of specified Bike, Scooter & Car. Registration, Insurance, Road tax and any other applicable taxes to be borne by the Winner respectively. Also any additional taxes / cost arising out of upgrade request made by Winner while claiming the Prize / increase in cost due to not claiming the Prize within the stipulated timelines for any reasons whatsoever, shall have to be borne by the Winners only. These Prizes shall be delivered through dealership of Maruti Suzuki & Royal Enfield and Honda and any such additional taxes or cost to be directly paid by winner to the respective dealership(s). Samsung shall not be liable to bear any other cost except the Ex-showroom cost.</p> <p>>All applicable taxes to be borne by the Winner and Samsung or its authorized third party shall not be responsible / liable for the same. For paying applicable taxes DD has to be issued by the Winner in favor of "Samsung India Electronics Pvt Ltd" payable at Chandigarh.</p>
XIV.	Reminder (including forfeiture clause)	If the eligible winner fails to submit the documents within 20 days (latest) either from the date of intimation or from the date of publication of the results on the URL link, Samsung or its authorized third party agency shall send a reminder notice through call/email/SMS to the respective winner on their registered mobile numbers or email ids (if available). If the required documents and the applicable taxes are still not received within 7 days from the said reminder, the Prize of the winner shall stand forfeited and no claims shall be entertained in this regard against Samsung or its authorized third party agency.
XV.	Conditions related to Prize	<p>All Prizes shall be on As Is basis & as per stocks availability. Samsung shall not be responsible for non-availability of Prize due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies, Government decisions, operational & technical issues or any other force majeure conditions etc.</p> <p>Prize cannot be exchanged with any other product or item, is no-transferable & cannot be en-cashed under any circumstances.</p>
XVI.	Publicity	Participant unconditionally consent to accessing of information and/or images of Participant by Samsung or its authorized agency for media coverage, advertisement or publicity for present & future communications without any further consideration to the Participant including promotion of its products anywhere in the World.
XVII.	Intellectual Property Rights	All rights, title and interest including but not limited to the Intellectual Property Rights in the promotional material(s) and any/all registrations received shall vest solely and exclusively with Samsung at all times and Samsung shall be entitled to use the database of the entries

		<p>received or any information in any media for future promotional, marketing and publicity purpose without any further reference or payment or compensation to Participant. Participant shall be solely responsible for any consequences which may arise due to any kind of infringement of copyrights or any kind of intellectual property rights belonging to any other person/ entity etc. and also undertake to indemnify Samsung and its officers, directors, employees etc on the happening of such an event (including without limitation cost of attorney, legal charges etc.) on full indemnity basis.</p>
<p>XVIII .</p>	<p>General Conditions</p>	<p>>Participant represents & warrants that he/she is legally competent to enter into binding contracts under applicable laws and any/all information submitted by him/her is true, correct, accurate & complete.</p> <p>>By Participating in the Offer, it means that the Participant has given its consent to Samsung and/or its third party agency (whether located in India or Outside) to contact them through call, SMS or email with respect to this offer and shall not make any claim or raise any complaint against them.</p> <p>>Participant agrees that Samsung shall not be liable for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Offer or with the acceptance, possession or use of any Prize.</p> <p>>Participant agrees to indemnify Samsung, its associated companies, event management company & their respective directors, officers, employees, contractors and agents, indemnified against any and all losses, claims (including but not limited to third party claims), injuries, costs, fees, fines, penalties, taxes, charges and any other liability arising out of any act of omission, commission, fraud, negligence or misconduct by the Participant.</p> <p>>Samsung reserves the right to change/alter & modify the terms & conditions of this Offer at any given point at its sole discretion without giving any reason whatsoever.</p> <p>>Samsung reserves the right to substitute the Prize(s) with Prize(s) of equivalent value under this Offer at its sole discretion without giving any reasons. The choice as to the color, make & model of the Prize(s) shall be completely at Samsung's discretion.</p> <p>>Samsung shall not be liable for any technical, physical delay in transmission or submission of the entries by the Participant or any disruptions, losses, damages, computer related malfunctions/ failures which affect the participation of the Participant or any force majeure conditions or damages caused by Act of God, Governmental actions.</p> <p>>Samsung shall also not be responsible for non-availability of Stock(s) or Prize(s) due to various reasons like climatic conditions, labour unrest, insolvency, business exigencies or operational & technical issues.</p>

		<p>>Samsung shall have the right to disqualify / cancel the entries of any Participant with incomplete information or illegal contents (statement of racist, sexist or defamatory) or on any other ground without giving any reasons.</p> <p>>Failure by Samsung to enforce any of its right at any stage does not constitute a waiver of those rights.</p> <p>>In no event shall Samsung be liable for losses or any incidental or consequential damages arising out of or in connection with the Offer, its services these Terms(however arising, including negligence). Samsung shall not be responsible for any product or service liability of any kind.</p> <p>>In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to the Offer, these Terms shall prevail over all such other instructions, rules and conditions.</p>
XIX.	Jurisdiction	<p>Decision of Samsung in relation to the Offer and matter incidental thereto shall be final and binding on the Participant. All disputes shall be governed by the laws of India. These Terms shall be governed by exclusive laws of India and the courts located at New Delhi shall have the exclusive jurisdiction in respect of all the subject matter with relation to the Offer.</p>